This decision following *Lehigh Valley R. Co. v. Pennsylvania*, 145 U. S. 192 adds to the weight of authority. But see *State v. Chicago, St. P. M. & O. R. Co.*, 40 Minn. 267; and *New Orleans Cotton Exchange v. Cincinnati, N. O. & T. P. R. Co.*, 2 Inters. Com. Rep. 289. Where there are connecting carriers the rule is in doubt. *Sternberger v. Railroad Co.* 29 S. C. 510; *Leavell v. West. Union Tel. Co.*, 116 N. C. 211. When the state attempts to "regulate" rates under such circumstances it acts without authority. *Hanley v. Kansas City Southern R. Co.*, 187 U. S. 617.

LIBEL—PRIVILEGE.—PREWITT V. WILSON, 105 N. W. 365 (Ia.).—*Held*, that a defamatory publication concerning a candidate for public office is privileged but only conditionally,

There is a direct conflict of authority on this point. Some courts hold that such publications are to be considered on the same basis as an ordinary writing. *Post Pub. Co. v. Hallans*, 59 Fed. 530; *Root v. King*, 7 Cow. (N. Y.) 613. Others hold that they are conditionally privileged; that is, if made in good faith, even though false, the writer is not liable. *State v. Balch*, 31 Kan. 465; *Marks v. Baker*, 28 Minn. 162. It must not be reckless repetition of a rumor but must be on probable cause. *Burke v. Mascarick*, 81 Cal. 302; *Briggs v. Garrett*, 111 Pa. St. 404. The reason is that each elector has the right to discuss and inform others as to his belief in the fitness or un fitness of the candidate. However, it must be published solely for the purpose of informing other electors or the writer will be liable. *State v. Keenan*, 82 N. W. 792 (Ia.). The ruling in the principal case is, therefore, in accordance with the general rule and prior decisions in Iowa. *Bays v. Hunt*, 60 Ia. 251.

MASTER AND SERVANT—OWNER'S DUTY TOWARD CONTRACTOR'S SERVANT.—STEVENS V. UNITED GAS AND ELECTRIC CO., 60 ATL. 848 (N. H.).—Where servant of an independent contractor, while engaged in erecting a power house for defendant is injured by defectively insulated wires maintained on the premises by the defendant, *held*, that the defendant is liable since he owed him the non-delegable duty of protection from concealed dangers. Young, J. *dissenting*.

The liability here is analogous to that of the owner of real estate who is held responsible for the injuries of those expressly or impliedly invited on his premises. *Johnson v. Spear*, 76 Mich. 139. The relation of master and servant does not subsist between proprietor and a servant of contractor; only that of landowner and invitee. *Thompson, Negligence*, §§ 680, 979; *Huffcut, Agency*, 278. Must warn them of all danger. *Erickson v. Railroad*, 41 Minn. 500, and is responsible if injured by instrumentalities he has furnished. *Coughtay v. Woolen Co.*, 56 N. Y. 124. Although the owner's liability has not been recognized in some cases, where the contractor has full control over the servants and premises. *Reier v. Detroit Steel & Spring Works*, 109 Mich. 244. The owner's responsibility where contractor has such control would be the same as a landlord to his tenant's servant, *Towne v. Thompson*, 68 N. H. 317, except that owner must not contract for a nuisance. *Brannock v. Elmore*, 114 Mo. 55.

MUNICIAL CORPORATIONS—LIABILITY FOR NEGLIGENCE—MAINTENANCE OF SEWERS.—LOCKWOOD V. CITY OF DOVER, 61 ATL. 32, (N. H.).—*Held*, that